Item #	Prepared by: Gloria Kelly
	Real Estate Services
	Approved by:
	Assistant County Attorney

RESOLUTION APPROVING THE CONVEYANCE OF 327 SQUARE FEET OF A COUNTY OWNED DELINQUENT TAX PROPERTY LOCATED ON THE EAST SIDE OF NEW RALEIGH RD., APPROXIMATELY 474.61 FEET SOUTH OF THE CENTERLINE OF JAMES RD. AND GRANTING A TEMPORARY CONSTRUCTION EASEMENT ACROSS THE SAME, TO THE CITY OF MEMPHIS, FOR NOMINAL CONSIDERATION; AND AUTHORIZING THE MAYOR TO EXECUTE A QUIT CLAIM DEED TO EFFECT THE SAME. SPONSORED BY COMMISSIONER GEORGE S. FLINN, JR.

WHEREAS, The City of Memphis is proposing to widen and improve New Raleigh Road, from Chapel Road to James Road; and

WHEREAS, This proposed roadway improvement must cross a portion of County owned real property acquired for delinquent taxes in 2007, located within the City of Memphis on the east side of New Raleigh Road, approximately 474.61 feet south of the centerline of James Rd., as described in Chancery Court Cause T.R.D. No. 9478-2, Exhibit #14567, County Trustee's Tax Sale No. 0402, and further identified as Tax Parcel Number 08302700000220; and

WHEREAS, It is necessary, in conjunction with this proposed roadway improvement project, to convey 327 square feet (0.0075 acres) of said County owned real property, along with the grant of a Temporary Construction Easement 1,074 square feet (0.0246 acres) in size, to the City of Memphis across a certain portion of said real property owned by Shelby County, which portion being more particularly described in the attached Quit Claim Deed, which is hereby incorporated by reference; and

WHEREAS, The City of Memphis has requested Shelby County to convey this 327 square feet (0.0075 acres) of said County owned real property, along with the grant of a Temporary Construction Easement 1,074 square feet (0.0246 acres) in size across a part of the same to it, for nominal consideration, for the City's use for said public purpose; and

WHEREAS, T.C.A. §67-5-2509(d) allows Shelby County to transfer real property acquired in a tax sale to any other governmental entity for a public use and purpose; and

WHEREAS, It is deemed to be in the best interest of Shelby County to convey this 327 square feet (0.0075 acres) of said County owned real property, along with the grant of a Temporary Construction Easement 1,074 square feet (0.0246 acres) in size across a part of the same, to the City of Memphis, for the widening and improvement of New Raleigh Road.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the aforementioned real property conveyance and grant of Temporary Construction Easement to the City of Memphis, for

A C Wharton, Jr., County Mayor
Date:
ATTEST:
Clerk of County Commission
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authorized to execute the attached Quit Claim Deed Document effecting the same.

nominal consideration, be and the same is hereby approved; and that the Mayor be and he is

SUMMARY SHEET

I. <u>Description of Item</u>

The subject property is an unimproved parcel of County owned Delinquent Tax Property, 0.30 acres in size, located within the City of Memphis on the east side of New Raleigh Road, approximately 474.61 feet south of the centerline of James Rd., and further identified as Tax Parcel Number 08302700000220. It was acquired in 2007 by the County in the County Trustee's Tax Sale No. 0402 for outstanding taxes, penalties and interest in the amount of \$8,982.27. The City of Memphis is proposing to widen and improve New Raleigh Road, from Chapel Road to James Road. In preparation for this proposed roadway improvement project, the City of Memphis has requested Shelby County to convey 327 square feet (0.0075 acres) of said County owned real property, along with the grant of a Temporary Construction Easement 1,074 square feet (0.0246 acres) in size, to it, for nominal consideration, for the City's use for said public purpose. Shelby County may transfer real property acquired in a tax sale to any other governmental entity for a public use and purpose. Since New Raleigh Road is in poor condition and needs to be widened and improved, it is deemed to be in the public's best interest to effect this real property conveyance and grant of Temporary Construction Easement. Based on the above, it is hereby recommended by the Administration that this real property conveyance and grant of Temporary Construction Easement be approved.

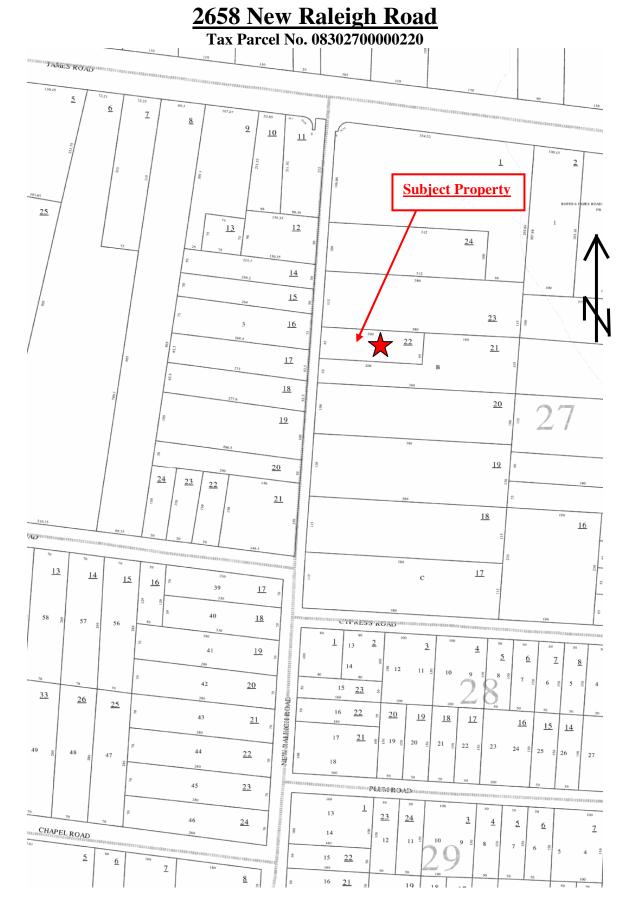
II. Source and Amount of Funding

No county funds required.

III. Contract Items

Quit Claim Deed

IV. Additional Information Relevant to Approval of this Item



2658 New Raleigh Road Tax Parcel No. 08302700000220



QUIT CLAIM DEED

with Grant of Temporary Construction Easement

Project No:	Project Description		Tract No:	
PW01116	New Raleigh Road		22	
	From Chapel Ros	ad to James Road		
THIS INDENTURE, mad	le and entered into this	day of	, 2008, by and between	
the County of Shelby, a Politica	l Subdivision of the Stat	te of Tennessee, (he	ereinafter referred to as "Grantor"),	
and the City of Memphis, a M	Iunicipal Corporation o	of the State of Ter	nnessee, (hereinafter referred to as	
"Grantee").				

WITNESSETH: That for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, **Grantor** has bargained and sold and does hereby bargain, sell, remise, release, convey and forever quitclaim unto **Grantee** all of its right, title and interest in and to a certain portion of the following described real estate, situated and being in the City of Memphis, County of Shelby, State of Tennessee, to-wit:

Part of a parcel of land acquired by the Commissioners of Shelby County as described in Chancery Court Cause T.R.D. No. 9478-2, Exhibit #14567, County Tax Sale #0402, identified as Tax Parcel No. 08302700000220, which part of said parcel of land being more particularly described as follows:

RIGHT-OF-WAY FEE ACQUISITION AREA

COMMENCING at a point of intersect of the centerlines of James Road (80 foot R.O.W.) and New Raleigh Road (40 foot R.O.W.); thence S 03° 40' 06" W along the centerline of New Raleigh Road a distance of 474.61 feet to a point; thence leaving said centerline S 86° 19' 54" E a distance of 20.00 feet to a point in the existing east line of New Raleigh Road, said point being the northwest corner of the hereinabove described property and the TRUE POINT OF BEGINNING; thence S 86° 24' 43" E along the north line of said property a distance of 5.00 feet to a point in the proposed east line of New Raleigh Road (50 foot R.O.W.); thence S 03° 40' 06" W along the proposed east line of New Raleigh Road a distance of 5.00 feet to a point in the existing east line of New Raleigh Road; thence N 03° 40' 06" E along said existing east line of New Raleigh Road a distance of 65.34 feet to the TRUE POINT OF BEGINNING.

Containing 327 square feet (0.0075 acres), more or less.

Being part of the same property described Deed of Record in the Register's Office of Shelby County, Tennessee, in the Register's Official Record Book under Instrument Number T4 8181.

All Bearings are Relative

The above-described portion of Real Property is hereby conveyed in fee simple.

Along with the hereinabove described fee conveyance, **Grantor** has this day bargained and sold, and does hereby grant and convey unto **Grantee**, its successors and assigns, a Temporary Construction Easement over,

under, across and upon the hereinafter described property belonging to **Grantor**, which easement being more particularly described as follows:

This easement is across a parcel of land acquired by the Commissioners of Shelby County as described in Chancery Court Cause T.R.D. No. 9478-2, Exhibit #14567, County Tax Sale #0402, identified as Tax Parcel No. 08302700000220, which easement being more particularly described as follows:

TEMPORARY CONSTRUCTION EASEMENT AREA

BEGINNING at a point in the north line of the hereinabove described property at its intersection with the proposed east line of New Raleigh Road; thence S 86° 24' 43" E along the north line of said property a distance of 14.15 feet to a point; thence leaving said north line S 00° 56' 49" W a distance of 24.31 feet to a point; thence S 56° 47' 29" W a distance of 8.66 feet to a point; thence S 03° 01' 59" W a distance of 11.77 feet to a point; thence S 56° 41' 40" E a distance of 21.16 feet to a point; thence S 01° 08' 55" W a distance of 13.63 feet to a point in the south line of said property; thence N 86° 24' 43" W along said south line a distance of 27.50 feet to a point in the proposed east line of New Raleigh Road; thence N 03° 40' 06" E along said proposed east line of New Raleigh Road a distance of 65.34 feet to the POINT OF BEGINNING.

Containing 1,074 square feet (0.0246 acres), more or less.

The hereinabove described Temporary Construction Easement is hereby granted unto **Grantee**, its successors and assigns, for the purpose of permitting **Grantee**, its contractors, employees and agents the right to perform roadway construction and slope work over, under, across and upon the above described easement area. Said Temporary Construction Easement shall be in effect for a continuous period of time not to exceed three (3) years, beginning on the start date of construction and automatically terminating upon the completion date of said roadway construction and slope work, or on the date three (3) years after the start date of construction, whichever date occurs first.

Grantee agrees to have its contractor, at said contractor's own expense, to repair or cause to be repaired all damages to Grantor's property within and east of the above described Temporary Construction Easement Area caused by this roadway construction and slope work; to maintain the property in an orderly fashion at all times during the construction; to remove all debris from the property; and to replace the property in the same condition as that existing prior to said construction, with the exception of the actual roadway construction and slope work intended by Grantee. Grantee further agrees to indemnify and hold harmless Grantor against any and all damages and costs, including legal fees to persons or property, or claims for damages that arise due to said construction activity, but only to the limits of the Tennessee Governmental Tort Liability Act (Sec. 29-20-101 et.seq. T.C.A.).

This conveyance is being made for the public purpose of providing land and a Temporary Construction Easement for the proposed widening and improvement of New Raleigh Road by **Grantee**. **Grantor** makes no claim or warranty relative to the environmental condition of the hereinabove described property being conveyed.

This conveyance is subject to acceptance by **Grantee**, which acceptance being expressly acknowledged herein by the approval of the proper City Officials as evidenced by their signatures hereinbelow.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the City of Memphis, its successors and assigns, in fee simple forever; and above described easement and rights unto the City of Memphis, its successors and assigns, together with the right of exercising all rights reasonably and properly incident to the rights expressly granted.

IN WITNESS WHEREOF, the undersigned	Grantor has caused this instrument to be executed by the
affixing thereto of the signature of the Mayor of the	County of Shelby, the said Mayor being authorized so to do
pursuant to Section 4.03-18 of Chapter 260 of the	Private Acts of 1974 in accordance with the approval of the
Shelby County Board of Commissioners, on the	day of, 200, in Resolution #
Grantee: City of Memphis	Grantor: County of Shelby
BY: Dr. Willie W. Herenton, Mayor	BY:A C Wharton, Jr., County Mayor
	BY: Paul Matilla, Trustee
Approved as to Legal Form:	Approved as to Legal Form:
BY:	BY:
BY: City Attorney	BY: Contract Administrator/ Assistant County Attorney
Other City Approvals:	Other County Approvals:
BY:	BY:
Director of General Services	Land Bank Administrator
BY:	BY:
Director of Public Works	County Real Estate Manager
BY:	
City Engineer	
BY:	
City Real Estate Manager	

STATE OF TENNESSEE COUNTY OF SHELBY

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and
qualified, personally appeared A C WHARTON, JR., Mayor of the County of Shelby, with whom I am
personally acquainted, and who upon oath acknowledged himself to be the Mayor of the County of Shelby, the
within named bargainor, one of the counties of the State of Tennessee, and that he as such Mayor of said county,
being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the
name of County of Shelby by himself as such Mayor of said County of the State of Tennessee.
WITNESS my hand and Notarial Seal, at office in Memphis, in the County aforesaid, this day of
, 2008.
Notary Public
MY COMMISSION EXPIRES:
STATE OF TENNESSEE
COUNTY OF SHELBY
Pefers me the undersigned a Notery Dublic within and for said State and County, duly commissioned and
Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and
qualified, personally appeared PAUL MATILLA, Trustee of the County of Shelby, with whom I am personally
qualified, personally appeared PAUL MATILLA, Trustee of the County of Shelby, with whom I am personally
qualified, personally appeared PAUL MATILLA, Trustee of the County of Shelby, with whom I am personally acquainted, and who upon oath acknowledged himself to be the Trustee of the County of Shelby, and that he as
qualified, personally appeared PAUL MATILLA, Trustee of the County of Shelby, with whom I am personally acquainted, and who upon oath acknowledged himself to be the Trustee of the County of Shelby, and that he as such Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Notary Public

MY COMMISSION EXPIRES:

STATE OF TENNESSEE COUNTY OF SHELBY

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **Dr. Willie W. Herenton**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Mayor of the City of Memphis**, the within named bargainor, and that he as such **Mayor**, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the **City of Memphis** by himself as such **Mayor** of said municipal corporation.

	WITNESS my hand and Notarial Seal, at office in the	City of Memphis, in the County aforesaid, this	_
day of _	, 2008.		
	<u>-</u>	Notary Public	

MY COMMISSION EXPIRES:

(FOR RECORDING DATA ONLY)

Property Address: 2658 New Raleigh Road (Vacant Land)

Tax Parcel No:

Part of 08302700000220

Mail Tax Bills to: (Person or Agency responsible for payment of taxes)

Exempt - Government

Owners Name and Address:

City of Memphis 125 N. Main Street Memphis, TN 38103

This instrument prepared by: Shelby County Government Real Estate Services 584 Adams Ave. Memphis, TN 38103 Phone No. (901) 545-3498

Right-of-way Acquisition Plat

SHELBY COUNTY TAX SALE 0402 EXH # 14567	RIGHT-OF-IMY TEMP O ACQUISITION BISEN (327 SQ.FT.) (1074 S	M. MARSE DATECTION M. MARSE DATECTION 1.1 \$ 503.4006" W 1.2 \$ 66.2443" E 1.3 \$ 66.2443" E 1.4 \$ 0.34006" W 1.5 \$ 66.3443" E 1.7 \$ 66.3443" E	10 5 354729 W 8888 11 5 354729 W 8888 11 5 507352 W 1363 11 5 507352 W 1363 11 N 862443 W 22.50 PLAT NO. 22 OF 37 SPOHT OF WAY PLAT SHEET 1 OF 1	V RALEIGH R ROAD TO JAME: EMPHIS, TENNESS	APPROVEDT NO. PW 0116
(30° R.O.W.) S 82.2770" E	WOR KE DOW	PROP. Roleigh Ro. Lot 15	253 MOY	S EX BC	DRAINAGE BASIN - JAMES PARK (8-C) HD. 83, BLK. 27, PARCEL 22